



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**ENTERED
10/03/2013**

IN RE:	§
DAVID MOORE; dba CELTIC FIELD	§
SPORTS; fka BRUSHY CREEK KENNEL, INC.; fka DAVLIS ENTERPRISES, LTD;	§
dba PINEWOOD KENNEL; fka DAVLIS, LLC; fka KANE'S LAKE HORSE & KENNEL, LISA THERESE MOORE	§
Debtor(s)	§
	§

CASE NO: 10-40579

CHAPTER 12

ORDER

1. David Moore and Lisa Moore are ordered to pay \$5000.00 to Lisa Bushman not later than October 16, 2013.

2. Lisa Bushman may hire a third party contractor to reinstall the arena that was removed by the Moores on August 30, 2013. If Bushman does so, David Moore and Lisa Moore are ordered to pay the cost of the reinstallation. If the cost is less than \$3,000.00, no further order of this Court is required. If the cost is greater than \$3,000.00, an application for approval must be filed and obtained from this Court. Upon completion of the work, Lisa Bushman must send a copy of the final invoice to David and Lisa Moore. David and Lisa Moore must pay the invoice within 14 days of delivery. Delivery of the invoice will be completed when (i) sent by electronic mail to Mr. Alexander Wathen; and (ii) deposited in the United States mail, return receipt requested, to David and Lisa Moore.

3. The flatbed trailer removed by David and Lisa Moore on August 30, 2013 must be returned, in the same condition as existed on August 30, 2013, by October 16, 2013. Failure to comply with this order will result in an additional \$5,000.00 payable by the Moores to Bushman, and to possible further contempt hearings.

4. Paragraph 4 of the August 30, 2013 Order describes a Future Easement and a Temporary Easement. The Future Easement grants the Moores an easement "along the southerly and easterly boundaries of the 18.2933 acre tract" that must be made useable by the Moores not later than March 1, 2014. The Temporary Easement describes the Moore's current right to utilize the existing driveway across the 18.2933 acre tract until March 1, 2014. The Temporary Easement is subject to the following conditions:

A. The grantor or the grantees of the easement may install speed bumps on the easement at their own expense. Ms. Bushman may extend her right to install speed bumps to any tenant on the property.

B. The Moores must ensure that they, their invitees, visitors, and agents travel over the easement at a safe rate of speed and in a reasonable and prudent manner. If the Moores, their invitees, visitors or agents act in a dangerous or unsafe

manner when traversing the Temporary Easement, the Court may terminate the Temporary Easement.

5. Lisa Bushman is granted a lien on the 7 acre property listed on Schedule A to the Moore's bankruptcy schedules. The lien will secure payment of the monetary obligations set forth in this Order. If a default arises, the parties are ordered to agree on the form of a recordable lien.

SIGNED October 2, 2013.



Marvin Isgur
UNITED STATES BANKRUPTCY JUDGE